

Wade-Taxter, Megan (ISDH)

From: Brelage, Rebecca
Sent: Thursday, November 29, 2018 4:57 PM
To: Wade-Taxter, Megan (ISDH)
Cc: MacKinnon, Kelly; Becker, Angela
Subject: FW: Records Request
Attachments: RTL Records Request.pdf

From: Brune, Adrienne
Sent: Wednesday, January 10, 2018 10:51 AM
To: Humbarger, Cathie <Cathie.Humbarger@Ichooselife.org>
Subject: Records Request

Ms. Humbarger:

Attached are all documents responsive to your December 20, 2017 and January 4, 2018 records request. Your November 14, 2017 requests are still being processed.

Thank you,

Adrienne

ADRIENNE BRUNE

Attorney
Agency Ethics Officer

*Office of Legal Affairs
Indiana State Department of Health
317.233.7270 office
317.233.7143 fax
abrune@isdh.in.gov
www.StateHealth.in.gov*



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Lee, John

From: John Bucy <john@johnbucy.com>
Sent: Friday, October 06, 2017 4:40 PM
To: Lee, John
Subject: Re: Facility Application
Attachments: Revised SB Clinic Application 8-1-17.pdf; Certificate of Authority.pdf

**** This is an EXTERNAL email. Exercise caution. DO NOT open attachments or click links from unknown senders or unexpected email. ****

John,

As we discussed over the telephone, the revised Application is attached. I have also included the copy of the registration with the Indiana Secretary of State. The application has also been sent by FedEx. The improvements for the facility have not been completed. The facility should be ready for the Preoccupancy Survey any time after November 5, 2017.

Please call or email with any questions or if you need any additional information.

Thank you for your assistance in this matter.

Sincerely,

John Bucy

Bucy & Muse, PLLC
6633 Hwy. 290 East, Suite 104
Austin, Texas 78723
Telephone: (512) 291-6505
Facsimile: (512) 291-6558
Email: john@johnbucy.com

From: "Jlee@isdh.IN.gov" <Jlee@isdh.IN.gov>
Date: Thursday, September 21, 2017 at 9:46 AM
To: "john@johnbucy.com" <john@johnbucy.com>
Subject: RE: Facility Application

Mr. Bucy,

Review of the application packet submitted lacked the date of when the facility was wanting to open as a licensed abortion clinic.

John Lee, RN, MBA
Nurse Surveyor Supervisor
Program Director Hospitals/ASCs

Acute Care
Indiana State Department of Health
317.233.7487 office
317.233.7157 fax
jlee@isdh.in.gov
www.StateHealth.in.gov



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From: Lee, John
Sent: Friday, September 08, 2017 11:32 AM
To: 'john@johnbucy.com' <john@johnbucy.com>
Subject: Facility Application

Mr. Bucy,

An application was received by ISDH on 08-11-17. A fire inspection report by either the state or local fire inspector needs provided. Would also need a copy of the approval from the Indiana Homeland Security office. Would also, need written notice when the facility is ready for its Preoccupancy survey so the survey can be scheduled.

John Lee, RN, MBA
Nurse Surveyor Supervisor
Program Director Hospitals/ASCs

Acute Care
Indiana State Department of Health
317.233.7487 office
317.233.7157 fax
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D. Services provided under this license:

Code Items 1 and 2 as follows: 1. Provided directly by employee(s), 2. Provided by a contract service, 3. Both 1 and 2.

1. Ancillary Services: Laboratory: CLIA Certificate Number _____ Radiology Counseling

1 Family Planning Pharmacy Other (List): _____

2. Surgical Services: Gynecology Other (List): _____

For Item 3, Indicate the total number of individuals (employees plus contractors) working in this clinic. This includes hourly, part-time, and full-time persons.

3. Staffing : Physicians: 1 Registered Nurses: Licensed Practical Nurses:

Licensed Social Workers: Other (List title and number): 1ACP _____

E. Number of Procedure Rooms Utilizing:

Local analgesia/anesthetic 0

Moderate/Conscious Sedation 0

F. Type of Entity:For Profit

- Individual
- Partnership
- Corporation
- Limited Liability Company
- Sole Proprietorship
- Other (specify) _____

Non-Profit

- Church Related
- Individual
- Partnership
- Corporation
- Limited Liability Company
- Other (specify) _____

Government

- State
- County
- City
- City/County
- Hospital District
- Federal
- Other (specify) _____

Q. Definition of the business entity (not mentioned):

Position	Name	Date Approved
President/Chairwoman	Ann M. Gammie	10/10/2013
Vice President/Chairwoman/CEO	N/A	
Treasurer	Debbie Clegg	10/10/2013
Secretary	Jeanne Stroh	10/10/2013

1. *Chlorophytum comosum* (L.) Willd.

Let's take a look at the following example. In this example, we will use the `get` method to get the value of the `name` field from the `Customer` object.

The right-hand portion of the figure shows the same data as the left-hand portion, but with the x-axis labeled "Time (days)" and the y-axis labeled "Number of individuals".

I certify that the attached exhibits, or the equivalent, provide my documentation based upon rates, costs, taxes, or liability paid.
I swear and affirm under oath of office that all statements made in this document are true and accurate. The exhibits are correct and complete and that their contents were all obtained lawfully and without any violation of any statute or regulation.

Signature of the Medical Director	<i>Sethuram D. Guru</i>
Printed Name and Title	Sethuram D. Guru MD, FACP Med Ste.
Date of Signature (month/year)	07/26/2017
Signature of the Clinic Administrator	
Printed Name and Title	
Date of Signature (month/year)	

See the following page for instructions regarding licensing fees and payments.

G. Officers (If the business entity is incorporated)

Position	Name	Address/City/State/ZIP
President/Chairperson/CEO	Amy Hogstrom Miller	1812 Centre Creek Drive, Suite 205, Austin, Texas, 78754
Vice-President/Vice-Chairperson/COO	N/A	
Treasurer/CFO	Bronde Tolbert	1812 Centre Creek Drive, Suite 205, Austin, Texas, 78754
Secretary	John H. Buoy II	1812 Centre Creek Drive, Suite 205, Austin, Texas, 78754

H. Ownership and/or Change in Ownership:

List names and addresses of individuals or organizations having direct or indirect ownership or controlling interest of five percent (5%) in the applicant entity. Indirect ownership interest is an entity that has an ownership interest in the applicant entity. Ownership in any entity higher in a pyramid than the applicant constitutes indirect ownership. (Use additional sheet if necessary.)

Name	Business Address/City/State/ZIP	EIN Number
N/A		

CERTIFICATION OF APPLICATION

The undersigned hereby makes application for a license to operate an Abortion Clinic (Clinic) in the State of Indiana, and in support of this application, represents and shows that the owner(s) and operator(s) are of reputable and reasonable character, are able to comply with the Abortion Clinic Statutes, IC 18-21-2-5 and IC 18-34, and the rules promulgated there under, 410 IAC 26 and will operate and maintain this clinic in accordance with those rules.

I certify that the operational policies of the clinic will not provide for discrimination based upon race, color, creed, or national origin.

I swear and affirm under the penalty of perjury that all statements made in this application and any attachments thereto are correct and complete and that I will comply with all regulations, laws, and rules governing the licensing of clinics in Indiana.

Signature of the Medical Director:

Printed Name and Title: Jeffrey D. Glasser, MD, Dr.

Date of Signature (mm/dd/yyyy): 07/25/2017

Signature of the Clinic Administrator:

Printed Name and Title: Lynn Morley

Date of Signature (mm/dd/yyyy): 10/06/2017

See the following page for instructions regarding licensure fees and submission of this application.

License Fee

Select the appropriate fee based upon the total number of first trimester procedures as reported to the Indiana State Department of Health (ISDH) on the Terminated Pregnancy Report (State Form 36526).

Check One	Total First Trimester Procedures in the Clinic	Fee
✓	Zero to 799	\$500.00
	800 to 3,499	\$1,000.00
	3,500 to 6,999	\$2,000.00
	7,000 and above	\$3,000.00

Indiana Hospital Council; 414 IAC 1-1-3

Enclose the following:

- 1. A completed Application for License to Operate an Abortion Clinic (this form).**
- 2. Any supporting attachments.**
- 3. For each physician performing procedures, either:**
 - (A) A copy (in writing) of the physician's admitting privileges; or**
 - (B) A copy of:**
 - (1) his/her written agreement with another physician with admitting privileges; and**
 - (2) a copy (in writing) of that physician's admitting privileges.**
- 4. Payment made payable to "Indiana State Department of Health."**

Mail to:

INDIANA STATE DEPARTMENT OF HEALTH
CASHIER'S OFFICE
P. O. BOX 7236
INDIANAPOLIS, INDIANA 46207-7236

July 5, 2017

, DO

Dear:

I am pleased to inform you that on _____ the Board of Trustees approved your reappointment to the _____ effective _____ . If you requested a change in your delineation of privileges, a new copy of the privileges for which you were approved will be attached.

Please remember that 50 hours of continuing medical education activities relevant to the privileges granted are a requirement for practitioners with delineated clinical privileges. For the next reappointment period, credits will be accepted from continuing medical education activities held during the dates indicated above.

Your continued confidence and support of our Hospital is appreciated by the entire staff. Please always feel free to bring matters you deem important to the attention of any one of us on the management staff. I can assure you that we will act promptly to address your concerns and/or ideas in order to ensure that the highest quality of care and services are provided to your patients.

If you have any questions regarding your reappointment, please don't hesitate to call

Sincerely,

**Whole Woman's Health Alliance
Whole Woman's Health of South Bend
3511 Lincoln Way West
South Bend, IN 46628**

Emergency Services Agreement

This agreement between _____ and _____, offers medical transfer services for Whole Woman's Health of South Bend in accordance with Ind. Code Ann. §16-34-2-4.5.

agrees to accept referrals from _____ for patients who may require evaluation, treatment, or follow up care from any complications from services provided at Whole Woman's Health of South Bend. _____ affirms that _____ currently has privileges at a hospital in St. Joseph's County or a county contiguous thereto.

07-25-17
Date

Bucy & Associates, PLLC

6633 Highway 290 East, Suite 104
Austin, Texas 78723
Phone: (512) 291-6505
Fax: (512) 291-6558
E-Mail: john@johnbucy.com

August 1, 2017

Jerome M. Adams, MD, MPH
State Health Commissioner
Indiana State Department of Health
2 North Meridian Street
Indianapolis, Indiana 46204

Dear Dr. Adams,

Whole Woman's Health Alliance, a 501c3 nonprofit organization is submitting an abortion clinic licensing application to the Indiana State Department of Health ("ISDH") for a clinic to be located at 3511 Lincoln Way West, South Bend, Indiana 46628. Our clinic on Lincoln Way West will not provide surgical abortions, but rather will only offer women the option of a non-surgical (medication) abortion using the medication mifepristone.

Ind. Code 16-21-1-9 states that the State Health Commissioner may grant a waiver of a rule for good cause shown, and if the granting of the waiver "will not adversely affect or increase any risk to the health, safety or welfare of existing or potential residents or patients". In connection therewith, and pursuant to IC 16-21-1-9, Whole Woman's Health South Bend requests a waiver of certain abortion licensing requirements itemized below; we respectfully submit that the waiver should be granted, as it will not adversely affect or increase any risk to the health, safety or welfare of existing or potential residents or patients. We also respectfully note that Planned Parenthood of Indiana and Kentucky has previously received a waiver of each of the requirements listed below from the State Health Commissioner for its clinic in Lafayette, based on the same rationale explained below.

As stated above, we will not offer surgical abortions, only non-surgical (medication) abortions, in compliance with all applicable Indiana regulations including the waiting period. Our patients will come to our clinic, take the medication in the presence of a physician, and then leave the clinic shortly after. Another medication is taken by the patient at home, one to two days later, after which the patient is scheduled for a follow up appointment to confirm that the pregnancy is terminated. As there is no surgery, or any procedure at all, performed in connection with a medication abortion, the waiver of the rules itemized below will have no adverse effect or increase in risk to the health, safety or welfare of our patients.

We respectfully request that the State Health Commissioner waive the following rules:

Mr. Adams
August 1, 2017
Page 2 of 3

Bucy & Associates, PLLC

RULE	RATIONALE
410 IAC 26-10-1(b)(5): Observation during Recovery Period	There is no recovery period necessary in the provisions of a non-surgical abortion, since there is no surgery from which to recover.
410 IAC 26-11-2(a): Sterilization of Equipment and Supplies	Non-surgical abortions will be performed by medication, not surgery; no sterile equipment or supplies are required in order to give patient an oral medication.
410 IAC 26-11-3 Laundry	The clinic will use disposable linens and therefore there is no need for the laundry processing requirements to apply.
410 IAC 26-13-1 Anesthesia	No anesthesia is used and therefore there is no need for the listed anesthesia services.
410 IAC 26-13-3(b) and (c) Anesthesia and Surgical Services: emergency equipment and supplies	There is no procedure performed and no procedure room; there is no recovery needed and no recovery room. Therefore, there is no need for the itemized emergency supplies.
410 IAC 26-17-2(c)(3): Toilet Room	The clinic does not have a separate restroom (toilet and hand washing station) in the waiting room. However, there is a patient restroom (toilet and hand washing station) that will also be available to visitors in the waiting room.
410 IAC 26-17-2(c)(4) Drinking Fountain	The clinic does not have a water fountain. However, we will provide a water cooler and/or bottled water to patients and visitors.
410 IAC 26-17-2(d)(1) Physical Plant Standards: procedure room size and traffic flow	As noted above, there is no procedure performed and no procedure room used for a non-surgical abortion. Medications may be dispensed in an examination room, which may be less than 120

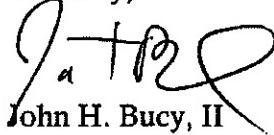
Mr. Adams
August 1, 2017
Page 3 of 3

Bucy & Associates, PLLC

	square feet. There is no need for procedure rooms to be segregated/ removal from traffic flow as there are no such rooms.
410 IAC 26-17-2(d)(2) Hand Washing Station in Procedure Room	As noted above, there are no procedure rooms. Hand washing stations are available in the patient restroom.
410 IAC 26-17-2(d)(3) Scrub Facilities	As noted above, there are no procedures performed for non-surgical abortions, and no procedure rooms. Therefore, scrub facilities are not required near procedure rooms.
410 IAC 26-17-2(d)(4) Recovery Area/ Rooms	As noted above, there is no procedure performed in a non-surgical abortion and therefore no need for a recovery area or recovery rooms.
410 IAC 26-17-2(d)(6) Toilets	As described above, there is a patient restroom (toilet and hand washing facilities) in the clinic area, available for use by patients as well as visitors in the waiting area.

We appreciate your timely consideration of our request, and we await your response. If you have any questions, please do not hesitate to contact me at (512) 291-6505 or john@johnbucy.com.

Sincerely,



A handwritten signature in black ink, appearing to read "John H. Bucy, II".

**State of Indiana
Office of the Secretary of State**

**Certificate of Authority
of**

WHOLE WOMAN'S HEALTH ALLIANCE, INC.

I, CONNIE LAWSON, Secretary of State, hereby certify that an Application for Certificate of Authority of the above Foreign Nonprofit Corporation has been presented to me at my office, accompanied by the fees prescribed by law and that the documentation presented conforms to law as prescribed by the provisions of the Indiana Nonprofit Corporation Act of 1991.

NOW, THEREFORE, with this document I certify that said transaction will become effective Tuesday,
March 28, 2017.

In Witness Whereof, I have caused to be affixed my
signature and the seal of the State of Indiana, at the City
of Indianapolis, March 29, 2017



CONNIE LAWSON
SECRETARY OF STATE



201703281188179 / 7561392

To ensure the certificate's validity, go to <https://bsd.sos.in.gov/PublicBusinessSearch>

Lee, John

From: John Bucy <john@johnbucy.com>
Sent: Friday, October 13, 2017 1:23 PM
To: Lee, John
Subject: Re: Application Documents

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Mr.

Lee,

Thank you for your assistance in this matter.

John

Bucy & Muse, PLLC
6633 Hwy. 290 East, Suite 104
Austin, Texas 78723
Telephone: (512) 291-6505
Facsimile: (512) 291-6558
Email: john@johnbucy.com

From: John Lee <jlee@isdh.IN.gov>
Date: Friday, October 13, 2017 at 10:25 AM
To: John Bucy <john@johnbucy.com>
Subject: Application Documents

Mr. Bucy,

This message is to confirm receipt of the documents you have submitted.

John Lee, RN, MBA
Deputy Director of Acute Care

Acute Care
Indiana State Department of Health
317.233.7487 office
317.233.7157 fax
jlee@isdh.in.gov
www.StateHealth.in.gov



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Lee, John

From: Lee, John
Sent: Friday, October 27, 2017 3:11 PM
To: 'John Bucy'
Subject: WHOLE WOMAN'S HEALTH ALLIANCE, INC

October 27, 2017

Dear Mr. Bucy:

Thank you for the information you have submitted to date regarding Whole Woman's Health Alliance on their application for a license to operate an abortion clinic located at 3511 Lincolnway West, South Bend, Indiana 46628-1411. This letter serves as a request for additional information from Whole Woman's Health Alliance on their application.

Pursuant to authority set forth in 410 IAC 26-2-4 et seq., the Indiana State Department of Health is requesting the below additional information concerning the application prior to conducting further review of the application. This additional information is necessary to ensure Whole Woman's Health Alliance's application conforms to the requirements set forth in IC 16-21-2-11.

Please provide additional information regarding the below items within forty-five (45) days of the date of this letter:

1. Provide a complete ownership structure or description pertaining to the applicant, including, but not limited to, any individuals and/or any parent, affiliate or subsidiary organizations. Please list full legal names and addresses, and for entities, list the type of entity and the state of incorporation/organization.
2. Provide a list of all the abortion and health care facilities currently operated by applicant, including its parent, affiliate or subsidiary organizations.
3. Provide a complete list of personnel (medical or otherwise) who will staff the abortion facility after it opens, including their positions and a description of their job responsibilities.
4. For the three-year period immediately preceding the application date, provide data for the applicant pertaining to the following (and include details about the circumstances, dates, and final action):
 - (a) Any tax liens?
 - (b) Ever defaulted under a lease or been evicted from a building or other property?
 - (c) Any unsatisfied final judgments?
 - (d) Ever been subject to injunctive orders from any court?
 - (e) Any criminal arrests or convictions?
 - (f) Ever been cited for violating any local laws or ordinances, such as building, utility, zoning and safety codes?
 - (g) Any denial, suspension, or revocation of any abortion facility or health care facility licenses?
 - (h) Ever been subject to an administrative adjudication or enforcement action?
 - (i) Any Medicaid or Medicare sanctions or penalties relating to the operation of an abortion facility or health care facility?
 - (j) Ever surrendered a license before its expiration?
 - (k) Any debarment or related action in connection with Medicaid or Medicare?

5. For the three-year period immediately preceding the application date, provide data for the medical director and the facility administrator pertaining to the following, so long as it is related to the provision of care or bears a direct or substantial relationship to the job responsibilities that he/she is to carry out for the applicant (and include details about the circumstances, dates, and final action):
 - (a) Any criminal arrests or convictions?
 - (b) Ever been subject to an administrative adjudication or enforcement action?
 - (c) Any civil judgments?
6. Provide full and complete copies of the articles of incorporation, by-laws, and related organizational documents of the applicant.
7. Provide a list and description of all of the procedures or services that will be provided at the abortion facility after it opens.
8. Provide appropriate evidence (such as an affidavit or corporate resolution) establishing that the medical director and the facility administrator have been duly and properly authorized and empowered to sign the application for and on behalf of the applicant.
9. If the applicant has or will engage an entity (other than an employee of applicant) to manage or operate the abortion facility, provide the full legal name and address of that entity and also list the type of entity as well as its state of incorporation/organization. Also attach a complete copy of the proposed or executed management agreement.
10. If any person or entity can claim liabilities of the applicant or of the facility or service for which the license is requested, provide their full legal name and address, and percent and type of claim (if applicable).
11. Provide any other data or information, of which the applicant is aware or has knowledge, that may indicate that the applicant is not of reputable and responsible character, or that could bear upon the requisite showing in that regard.

Please do not hesitate to contact the Indiana State Department of Health should you need additional clarity on any of the above.

Sincerely,

John Lee, RN, MBA
Deputy Director of Acute Care

Acute Care
Indiana State Department of Health
317.233.7487 office
317.233.7157 fax
jlee@isdh.in.gov
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Lee, John

From: Kristie Amann <kristie@johnbucy.com>
Sent: Friday, December 08, 2017 3:08 PM
To: Lee, John; John H. Bucy, II
Subject: Application Documents
Attachments: Response to John Lee Email Requesting Additional Information 12-8-17.pdf; Job Description (Clinic Manager).pdf; Attachment #1.pdf; Attachment #2.pdf; Attachment #3.pdf

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Mr. Lee,

Attached please find the Responses to your email dated October 27, 2017 requesting additional information along with the attachments mentioned in the document. Please let me know if you have any other questions.

--

Regards,

Kristie Amann
Legal Assistant to
John H. Bucy, II
6633 Hwy 290 East
Suite 104
Austin, Texas 78723
Phone: (512) 291-6505
Fax: (512) 291-6558

Mr. Lee:

We will respond to your requests in the order presented:

- 1. Provide a complete ownership structure or description pertaining to the applicant, including, but not limited to, any individuals and/or any parent, affiliate or subsidiary organizations. Please list full legal names and addresses, and for entities, list the type of entity and the state of incorporation/organization.**

Response: Whole Woman's Health Alliance ("WWHA") is a Texas nonprofit corporation. It does not have members. Management of the affairs of WWHHA is vested in the Board of Directors. Since WWHHA is a nonprofit corporation it does not have any owners.

WWHA operates a clinic in Austin, Texas. The address of the clinic is 8401 North IH 35, Suite 200, Austin, Texas 78753. It is licensed as an Abortion Facility by the Texas Department of State Health Services Regulatory Licensing Unit. Its license number is 140013.

WWHA has recently purchased a clinic in the State of Virginia. The clinic address is 2321 Commonwealth Drive, Charlottesville, Virginia, 22901. The license number is AF-0020.

WWHA has entered into a management agreement with Whole Woman's Health, LLC (the "Management Company"). The Management Company will provide certain designated management services to WWHHA. The Management Company provides management services to numerous clinics across the United States. The Management Company is a Texas limited liability company.

Some of the Board Members of WWHHA are affiliated directly or indirectly with the Management Company, but the majority of the Board Members are independent.

- 2. Provide a list of all the abortion and health care facilities currently operated by applicant, including its parent, affiliate or subsidiary organizations.**

Response: Please refer to the answer to the first Question.

- 3. Provide a complete list of personnel (medical or otherwise) who will staff the abortion facility after it opens, including their positions and a description of their job responsibilities.**

Response: (A) , Physician and Medical Director

Description for Job Responsibilites:
Duties of Medical Director are as follows:

- (a) Supervision of medical services provided at the facility, including; nursing, clinical, and laboratory.**

- (b) Supervision of controlled substances – medications/logs.
- (c) Supervise quality assurance by participating in quarterly meetings, random chart reviews, complication and re-suction reviews, and periodic meetings with other facility providers (if needed).
- (d) Provide for or assist in arranging after hours coverage support for WWH staff/nurse on call – for patient problems and possible emergencies.
- (e) Maintain standing orders for routine patient care provided by ancillary staff, nurse triage, routine follow-up visits, pre and post op medications, and related matters.
- (e) Be an available resource for Nurse Practitioner, nursing team and clinic staff for both the Gyn and Abortion Care practice.
- (f) CLIA – function as Laboratory Director. Review CLIA compliance and proficiency testing as required.
- (g) Help the recruit providers for the facility as needed.
- (h) Network within the medical community in the facility's service area.
- (i) Participate in regulatory inspection process, including, but not limited to CLIA and NAF.
- (j) Review services offered, research and recommend new services or changes to protocols, materials, administration, dosing, and similar matters.
- (k) Annual review of facility practice guidelines, procedures and protocols.
- (l) Review crash cart and evaluate facility preparedness for an emergency. Review/triage abnormal lab results.
- (m) Supervise any training programs for physicians or residents such as the Ryan program for abortion training.
- (n) Direct any research projects conducted at our facility.

Duties of Physician: The Physician will keep and maintain (or cause to be kept and maintained) in a timely fashion accurate and appropriate records relating to all professional services rendered by the Physician.

- (a) Current license in the State of Indiana to practice medicine
- (b) Current unrestricted federal Drug Enforcement Agency certificate
- (c) Controlled Substances Registration Certificate

(d) Advanced Cardiac Life Support (ACLS) certificate

The Physician will review and follow all regulations of the Indiana State Department of Health pertinent to Abortion Facility, and review and follow all of the protocols and procedures developed by WWHA to ensure compliance with the state's regulations.

(a) The Physician will review and follow all regulations of the Indiana Board of Pharmacy, and any other laws and regulations pertinent to the responsibilities and duties of the Physician under the terms of this Agreement.

(b) The Physician will review and follow the Clinical and Policy Guidelines of the National Abortion Federation;

(c) The Physician will in a timely fashion, record (or cause to be recorded), into each patient's medical chart, patient's history and physical, medical findings, test results, diagnosis, and prescribed treatment;

(d) The Physician will supervise training physicians, mid-level providers (such as Nurse Practitioners, Nurse Midwives, and Physician's Assistants), and ancillary medical staff (such as nurses and medical assistants).

(e) The Physician is free to exercise the Physician's own professional judgment regarding any particular patient; and

(f) The Physician will submit to and participate in quality assurance, peer review, risk management, and utilization review programs on behalf of WWHA pursuant to agreements that WWHA has with hospitals, institutions, third-party payors, or physicians.

(g) Review standing orders and all protocols.

(h) Recommend changes in writing to clinic management team.

(B) _____, Clinic Manager and Facility Adminstrator

Please see attached job description and responsibilities.

4. For the three-year period immediately preceding the application date, provide data for the applicant pertaining to the following (and include details about the circumstances, dates, and final action):

(a) Any tax liens?

Response: None

(b) Ever defaulted under a lease or been evicted from a building or other property?

Response: No

(c) Any unsatisfied final judgments?

Response: None

(d) Ever been subject to injunctive orders from any court?

Response: No

(e) Any criminal arrests or convictions?

Response: None

(f) Ever been cited for violating any local laws or ordinances, such as building, utility, zoning and safety codes?

Response: No

(g) Any denial, suspension, or revocation of any abortion facility or health care facility licenses?

Response: None

(h) Ever been subject to an administrative adjudication or enforcement action?

Response: No

(i) Any Medicaid or Medicare sanctions or penalties relating to the operation of an abortion facility or health care facility?

Response: None

(j) Ever surrendered a license before its expiration?

Response: No

(k) Any debarment or related action in connection with Medicaid or Medicare?

Response: None

5. For the three-year period immediately preceding the application date, provide data for the medical director and the facility administrator pertaining to the following, so

long as it is related to the provision of care or bears a direct or substantial relationship to the job responsibilities that he/she is to carry out for the applicant (and include details about the circumstances, dates, and final action):

(a) Any criminal arrests or convictions?

Response: No

(b) Ever been subject to an administrative adjudication or enforcement action?

Response: No

(c) Any civil judgments?

Response: No

6. Provide full and complete copies of the articles of incorporation, by-laws, and related organizational documents of the applicant.

Response: Attached herewith as attachments are the following: Certificate of Filing, SOS Acknowledgment, Certificate of Formation, Certificate of Filing (Amendment), SOS Acknowledgment (Amendment), Certificate of Amendment, and Bylaws labeled as Attachment #1.

7. Provide a list and description of all of the procedures or services that will be provided at the abortion facility after it opens.

Response: Medication abortions, Plan B, counseling, birth control counseling and prescriptions.

8. Provide appropriate evidence (such as an affidavit or corporate resolution) establishing that the medical director and the facility administrator have been duly and properly authorized and empowered to sign the application for and on behalf of the applicant.

Response: The information is attached as Attachment #2.

9. If the applicant has or will engage an entity (other than an employee of applicant) to manage or operate the abortion facility, provide the full legal name and address of that entity and also list the type of entity as well as its state of incorporation/organization. Also attach a complete copy of the proposed or executed management agreement.

Response: See response to Number 1, and Attachment #3.

10. If any person or entity can claim liabilities of the applicant or of the facility or service for which the license is requested, provide their full legal name and address, and percent and type of claim (if applicable).

Response: None

11. Provide any other data or information, of which the applicant is aware or has knowledge, that may indicate that the applicant is not of reputable and responsible character, or that could bear upon the requisite showing in that regard.

Response: None

Whole Woman's Health

Job Description

Clinic Manager

Vision

We are here to change how women experience themselves in the world.
Women's healthcare is our venue.

Philosophy

We have a holistic approach to healthcare. We understand that women experience medical issues with their whole selves, often including their families, their religion/beliefs, their history and their dreams. We listen to women, trust women and are here to guide them through their choices.

Mission Statement

We are women's health care providers specializing in abortion. It is our mission to welcome and treat the whole woman – her head, her heart and her body.

We provide education, counseling, informed consent, medical care, and trust. We honor women's hopes, dreams and intentions in all of the care that we provide.

The Clinic Manager will work directly with the Director of Clinic Services (DCS) to lead the clinic and its staff on a day to day basis. The Clinic Manager is responsible for all office activities, including staffing, supervision, systems development and review, training sessions, coordinating compliance with regulations and building team spirit. S/he will work closely with the Director of Clinic Services and other leadership staff as needed. A Clinic Manager must be respectful, empathetic, and able to maintain a patient-centered atmosphere. He/She must demonstrate a strong commitment and interest in the field of women's health and must be able to inspire others to do good work; not just do all of the work him/herself.

Job Requirements:

- 1) BA/BS degree in Business Administration, Management, a health related field, or a licensed nurse is preferred.
- 2) A minimum of 2-3 years in a progressively responsible management roles.
- 3) A minimum of 2 years of experience in healthcare, women's health and/or abortion care preferred.
- 4) Fluency in Spanish is desirable.
- 5) Management skills – proven leadership.
- 6) Discretion and appropriate boundaries. keeps proprietary information confidential, and maintains professional boundaries in relationships with staff.
- 7) Organizational skills – able to develop systems and train staff on them.
- 8) Business skills and savvy.
- 9) Time management.
- 10) Competence using computers, Microsoft Office suite software, web ware, office and medical equipment.
- 11) Experience with medical billing, posting charges, and basic accounting.
- 12) Must be able to work 5 days/week, including Saturday.

Required Continuing Education/Training:

- 1) Certification in Basic Life Support, biannually.
- 2) Training in knowledge of emergency supplies, their inventory, their location in the office, and their use.
- 3) Annual OSHA and personal protective equipment training.

Whole Woman's Health

- 4) HIPAA training.
- 5) Security updates (FACE, etc).

Directly responsible to: Director of Clinic Services

Physical Requirements: Must possess the capability to perform any task in the office. Must be able to lift 25 lbs or more, be able to physically move through the clinic unaided, and have excellent visual and hearing acuity.

Essential functions:

1) Communication

- Attention should be on the patients and staff in the day to day running of the clinic. Strategic noticing, planning and prevention are key.
- Uphold the core values of Whole Woman's Health. Practice open and honest conversation. Remember we hold women to their greatest – this means you, your staff and the women in our care.
- Communicate each day's "vital signs" to the DCS.
- Maintain clear communication and rapport with MDs.
- Understand all WW policies, procedures, protocols
- Communicate regularly with staff – memos, meetings, workshops.

2) Leadership/Supervision

- Walk the talk in all actions and words – be a role model of the WWH mission and vision for the staff and the people in our care.
- Run the TOP and GYN sessions. Be on-site whenever there is a clinic in session.
- Supervise the clinic flow, manage triage and promote efficiency.
- Understand of emergency protocols and responses.
- Maintain an extraordinary working relationship between the front office and clinical staff members building a bridge between the two areas.

3) Administration

- If Clinic Manager meets the requirements as defined by the state licensing requirements, the Clinic manager may either act as the Administrator for DSHS purposes.

4) Staffing

- Responsible for staff scheduling and staff payroll submission.
- Staff hiring, firing, and evaluation (in conjunction with Human Resources).
- New employee orientation and training.
- Maintain local staff and MD personnel files.

5) Customer Service

- Phones are our life-line. Superb phones skills are mandatory.
- Focus must be on making every woman in our care feel important.
- Monitor quality of service throughout the office. Ensure that our philosophies about patient centered care and treating the Whole Woman are maintained in all of our work. The women on our staff and in our care should feel that they matter.
- Focus on practice improvement and quality issues. Note services we may add and discuss ways to improve our care.

Whole Woman's Health

6) Systems management

- * Be accountable for patient records management.
- * Manage patient appointment templates, scheduling and follow-up systems.
- * Be responsible for clinic monies. Must understand clinic cash flow/accounting systems.
- * Understand quality control and regulatory compliance.
- * Demonstrate expertise in Risk Management.

7) Community Marketing and Public Relations

- * Work with the Director of Marketing and the Director of Clinic Services to develop and monitor a local outreach plan.
- * Maintain an awareness of local community issues.
- * Interact with external physicians, agencies, offices, hospitals, etc. as needed.

8) Physical plant

- * Maintain physical plant and aesthetics of the facility.
- * Obtain estimates for repair and maintenance services before services are rendered – get “ok” from Director of Operations.
- * Address problems promptly.

8) Inventory Maintenance:

- * Ensure that the inventory in the office is sufficient.
- * Keep an eye to cost effectiveness, cost containment. Comparison-shopping is mandatory—be careful of over- and under-stocking.

9) Security

- * Ensure that all security equipment and services are functioning correctly; provide training so that the staff is using it properly.
- * Serve as the local contact for the alarm company and on-site contact for police.
- * Understand federal, state, and local regulations regarding示威, protesting, picketing.
- * Decide which staff are authorized to have keys, alarm codes, access to money or and controlled medications. Supervise staff access.

Clinic Manager:

Date: 5/30/17

Administrator:

Date: 4-17-17

Corporations Section
P.O.Box 13697
Austin, Texas 78711-3697



Nandita Berry
Secretary of State

Office of the Secretary of State

CERTIFICATE OF FILING OF

Whole Woman's Advocacy Alliance
File Number: 801965127

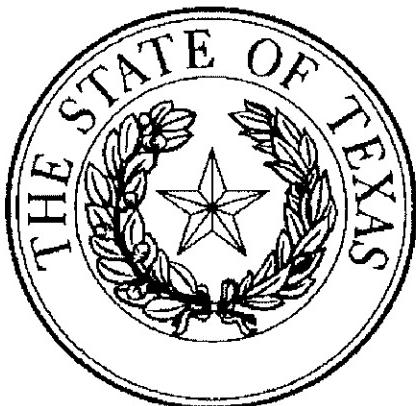
The undersigned, as Secretary of State of Texas, hereby certifies that a Certificate of Formation for the above named Domestic Nonprofit Corporation has been received in this office and has been found to conform to the applicable provisions of law.

ACCORDINGLY, the undersigned, as Secretary of State, and by virtue of the authority vested in the secretary by law, hereby issues this certificate evidencing filing effective on the date shown below.

The issuance of this certificate does not authorize the use of a name in this state in violation of the rights of another under the federal Trademark Act of 1946, the Texas trademark law, the Assumed Business or Professional Name Act, or the common law.

Dated: 04/03/2014

Effective: 04/03/2014



NANDITA BERRY

Nandita Berry
Secretary of State

Come visit us on the internet at <http://www.sos.state.tx.us/>

Phone: (512) 463-5555

Prepared by: Jennifer Williams

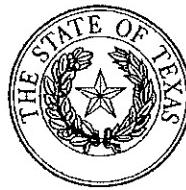
Fax: (512) 463-5709

TID: 10306

Dial: 7-1-1 for Relay Services

Document: 537509420002

Corporations Section
P.O.Box 13697
Austin, Texas 78711-3697



Nandita Berry
Secretary of State

Office of the Secretary of State

April 04, 2014

Attn: Kristie Amann

Kristie Amann
6633 Highway 290 East, Suite 104
Austin, TX 78723 USA

RE: Whole Woman's Advocacy Alliance

File Number: 801965127

It has been our pleasure to file the certificate of formation and issue the enclosed certificate of filing evidencing the existence of the newly created nonprofit corporation.

Nonprofit corporations do not automatically qualify for an exemption from federal and state taxes. Shortly, the Comptroller of Public Accounts will be contacting the corporation at its registered office for information that will assist the Comptroller in setting up the franchise tax account for the corporation. Information about franchise tax, and contact information for the Comptroller's office, is available on their web site at <http://window.state.tx.us/taxinfo/franchise/index.html>. For information on state tax exemption, including applications and publications, visit the Comptroller's Exempt Organizations web site at <http://window.state.tx.us/taxinfo/exempt/index.html>. Information on exemption from federal taxes is available from the Internal Revenue Service web site at www.irs.gov.

Nonprofit corporations do not file annual reports with the Secretary of State, but do file a report not more often than once every four years as requested by the Secretary. It is important for the corporation to continuously maintain a registered agent and office in Texas as this is the address to which the Secretary of State will send a request to file a periodic report. Failure to maintain a registered agent or office in Texas, failure to file a change to the agent or office information, or failure to file a report when requested may result in the involuntary termination of the corporation. Additionally, a nonprofit corporation will file documents with the Secretary of State if the corporation needs to amend one of the provisions in its certificate of formation. If we can be of further service at any time, please let us know.

Sincerely,

Corporations Section
Business & Public Filings Division
(512) 463-5555
Enclosure

Come visit us on the internet at <http://www.sos.state.tx.us/>

Phone: (512) 463-5555

Prepared by: Jennifer Williams

Fax: (512) 463-5709

TID: 10286

Dial: 7-1-1 for Relay Services

Document: 537509420002

Form 202		Filed in the Office of the Secretary of State of Texas Filing #: 801965127 04/03/2014 Document #: 537509420002 Image Generated Electronically for Web Filing
Secretary of State P.O. Box 13697 Austin, TX 78711-3697 FAX: 512/463-5709 Filing Fee: \$25	Certificate of Formation Nonprofit Corporation	

Article 1 - Corporate Name

The filing entity formed is a nonprofit corporation. The name of the entity is :

Whole Woman's Advocacy Alliance

Article 2 – Registered Agent and Registered Office

A. The initial registered agent is an organization (cannot be corporation named above) by the name of:

OR

B. The initial registered agent is an individual resident of the state whose name is set forth below:

Name:

Amy Hagstrom Miller

C. The business address of the registered agent and the registered office address is:

Street Address:

8401 North I-35, Suite 1A Austin TX 78753

Consent of Registered Agent

A. A copy of the consent of registered agent is attached.

OR

B. The consent of the registered agent is maintained by the entity.

Article 3 - Management

A. Management of the affairs of the corporation is to be vested solely in the members of the corporation.

OR

B. Management of the affairs of the corporation is to be vested in its board of directors. The number of directors, which must be a minimum of three, that constitutes the initial board of directors and the names and addresses of the persons who are to serve as directors until the first annual meeting or until their successors are elected and qualified are set forth below.

Director 1: **Amy Hagstrom Miller**

Title: **Director**

Address: **8401 North I-35, Suite 1A Austin TX, USA 78753**

Director 2: **Andrew Stanley**

Title: **Director**

Address: **8401 North I-35, Suite 1A Austin TX, USA 78753**

Director 3: **Brenda Tolbert**

Title: **Director**

Address: **8401 North I-35, Suite 1A Austin TX, USA 78753**

Article 4 - Organization Structure

A. The corporation will have members.

or

B. The corporation will not have members.

Article 5 - Purpose

The corporation is organized for the following purpose or purposes:

The purpose is to perform charitable activities with the meaning of Internal Revenue Code Section 501(c)(3) and Texas Tax Code Section 11.18(c), including but not limited to, providing for the organized solicitation and collection for

distributions through gifts, grants, and agreements to nonprofit charitable, education, religious, and youth organizations that provide direct human, health, and welfare services.

Supplemental Provisions / Information

At all times the following shall operate as conditions restricting the operations and activities of the corporation:

No part of the net earnings of the corporation shall inure to any member of the corporation not qualifying as exempt under Section 501(c)(3) of the Internal Revenue Code of 1986, as now enacted or hereafter amended, nor to any director or officer of the corporation, nor to any other private persons, excepting solely such reasonable compensation that the corporation shall pay for services actually rendered to the corporation, or allowed by the corporation as a reasonable allowance for authorized expenditures incurred on behalf of the corporation;

No substantial part of the activities of the corporation shall constitute the carrying on of propaganda or otherwise attempting to influence legislation, or any initiative or referendum before the public, and the corporation shall not participate in, or intervene in (including by publication or distribution of statements), any political campaign on behalf of, or in opposition to, any candidate for public office; and

Notwithstanding any other provision of these articles, the corporation shall not carry on any other activities not permitted to be carried on by a corporation exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code of 1986, as now enacted or hereafter amended.

The corporation shall not lend any of its assets to any officer or director of this corporation, or guarantee to any person the payment of a loan by an officer or director of this corporation.

[The attached addendum, if any, is incorporated herein by reference.]

Letter of Consent.pdf

Effectiveness of Filing

A. This document becomes effective when the document is filed by the secretary of state.

OR

B. This document becomes effective at a later date, which is not more than ninety (90) days from the date of its signing. The delayed effective date is:

Organizer

The name and address of the organizer are set forth below.

Law Office of John H. Bucy, II 6633 Highway 290 East, Suite 104, Austin, Texas 78723

Execution

The undersigned affirms that the person designated as registered agent has consented to the appointment. The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument and certifies under penalty of perjury that the undersigned is authorized under the provisions of law governing the entity to execute the filing instrument.

John H. Bucy, II

Signature of organizer.

FILING OFFICE COPY

February 21, 2014

**Secretary of State of the State of Texas
P.O. Box 13697
Austin, TX 78711-3697**

Re: Consent to Use Similar Name

Dear Sir or Madam:

I am the Secretary of Whole Woman's Health of Beaumont, LLC and authorized to act on its behalf. Whole Woman's Health of Beaumont, LLC hereby consents to the use of a similar name by Whole Woman's Advocacy Alliance.

Please call the undersigned if you have any questions or need any additional information.

Sincerely,

Whole Woman's Health of Beaumont, LLC

By: _____

John H. Bucy, II, Secretary

Corporations Section
P.O.Box 13697
Austin, Texas 78711-3697



Carlos H. Cascos
Secretary of State

Office of the Secretary of State

CERTIFICATE OF FILING OF

Whole Woman's Health Alliance
801965127

[formerly: Whole Woman's Advocacy Alliance]

The undersigned, as Secretary of State of Texas, hereby certifies that a Certificate of Amendment for the above named entity has been received in this office and has been found to conform to the applicable provisions of law.

ACCORDINGLY, the undersigned, as Secretary of State, and by virtue of the authority vested in the secretary by law, hereby issues this certificate evidencing filing effective on the date shown below.

Dated: 08/20/2015

Effective: 08/20/2015



Quill C -

Carlos H. Cascos
Secretary of State

Corporations Section
P.O.Box 13697
Austin, Texas 78711-3697



Carlos H. Cascos
Secretary of State

Office of the Secretary of State

August 24, 2015

Attn: Kristie Amann

Kristie Amann
6633 Highway 290 East, Suite 104
Austin, TX 78723 USA

RE: Whole Woman's Health Alliance
File Number: 801965127

It has been our pleasure to file the Certificate of Amendment for the referenced entity. Enclosed is the certificate evidencing filing. Payment of the filing fee is acknowledged by this letter.

If we may be of further service at any time, please let us know.

Sincerely,

Corporations Section
Business & Public Filings Division
(512) 463-5555

Enclosure

Come visit us on the internet at <http://www.sos.state.tx.us/>

Phone: (512) 463-5555
Prepared by: Lisa Sasin

Fax: (512) 463-5709
TID: 10323

Dial: 7-1-1 for Relay Services
Document: 625692080002

Form 424

Secretary of State
P.O. Box 13697
Austin, TX 78711-3697
FAX: 512/463-5709

Filing Fee: See instructions

**Certificate
of Amendment**

Filed in the Office of the
Secretary of State of Texas
Filing #: 801965127 08/20/2015
Document #: 625692080002
Image Generated Electronically
for Web Filing

Entity Information

The filing entity is a: **Domestic Nonprofit Corporation**

The name of the filing entity is: **Whole Woman's Advocacy Alliance**

The file number issued to the filing entity by the secretary of state is: **801965127**

Amendment to Name

The amendment changes the formation document of the filing entity to change the article or provision that names the entity. The article or provision is amended to read as follows:

The name of the filing entity is:

Whole Woman's Health Alliance

A letter of consent, if applicable, is attached. **Form 509.pdf**

Statement of Approval

The amendment has been approved in the manner required by the Texas Business Organizations Code and by the governing documents of the entity.

Effectiveness of Filing

A. This document becomes effective when the document is filed by the secretary of state.

B. This document becomes effective at a later date, which is not more than ninety (90) days from the date of its filing by the secretary of state. The delayed effective date is:

Execution

The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument and declares under penalty of perjury that the undersigned is authorized under the Texas Business Organizations Code to execute the filing instrument.

Date: **August 20, 2015**

John H. Bucy, II, Secretary

Signature of authorized person

FILING OFFICE COPY

Form 509
(Revised 06/15)

Submit with relevant filing
instrument.



**Consent to Use
of Similar Name**

Filing Fee: None

(1) Whole Woman's Health of Beaumont, LLC

Name and file number of the entity or individual who holds the existing name on file with the secretary of state

consents to the use of

(2) Whole Woman's Health Alliance

Proposed name

as the name of a filing entity or foreign filing entity in Texas for the purpose of submitting a filing instrument to the secretary of state.

(3) The undersigned certifies to being authorized by the holder of the existing name to give this consent. The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument.

Date: 8/20/15

A handwritten signature in black ink, appearing to read "John H. Bucy, II".

Signature of Authorized Person

John H. Bucy, II

Name of Authorized Person (type or print)

Secretary

Title of Authorized Person, if any (type or print)

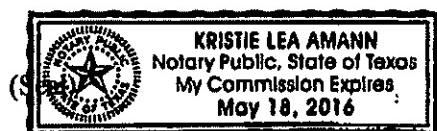
State of Texas

County of Travis

This instrument was acknowledged before me on 8/20/15 by Kristie Lea Amann

(date)

(name of authorized person)



A handwritten signature in black ink, appearing to read "Kristie Lea Amann".

Notary Public's signature

**BYLAWS
OF
WHOLE WOMAN'S ADVOCACY ALLIANCE
A NONPROFIT CORPORATION**

PREAMBLE

These bylaws (the "Bylaws") are subject to, and governed by, the Texas Business Corporation Act and the Articles of Incorporation of Whole Woman's Advocacy Alliance (the "Corporation"). In the event of a direct conflict between the provisions of these Bylaws and the mandatory provisions of the Texas Business Corporation Act or the provisions of the Articles of Incorporation of the Corporation, such provisions of the Texas Business Corporation Act or the Articles of Incorporation of the Corporation, as the case may be, will be controlling.

ARTICLE ONE: OFFICES

1.01. REGISTERED OFFICE AND AGENT. The registered office and registered agent of the Corporation shall be as designated from time to time by the appropriate filing by the Corporation in the Office of the Secretary of State of Texas.

1.02. OTHER OFFICES. The Corporation may also have offices at such other places, both within and without the State of Texas, as the Board of Directors may from time to time determine or the business of the Corporation may require.

ARTICLE TWO: BOARD OF DIRECTORS

2.01. MANAGEMENT. The business and property of the Corporation shall be managed by the Board of Directors, and subject to the restrictions imposed by law, the Certificate of Formation, or these Bylaws, the Board of Directors may exercise all the powers of the Corporation.

2.02. NUMBER; ELECTION; TERM; QUALIFICATION. The number of Directors will be three, or a number determined by the Board that is not less than three. Each director will serve for a term of three years, or until a successor is duly elected and qualified.

2.03. NOMINATING DIRECTORS. At any meeting at which the election of a director is held, a director may nominate a person with the second of any other director.

2.04. ELECTING DIRECTORS. A person who meets the qualifications for director and who has been duly nominated may be elected as a director. Directors will be elected by the vote of the Board of the Corporation. A director may be elected to succeed himself or herself as director.

2.05. VACANCIES. The Board will fill any vacancy in the Board and any director position to be filled due to an increase in the number of directors. A vacancy is filled by the affirmative vote of a majority of the remaining directors, even if it is less than a quorum of the

Board, or if it is a sole remaining director. A director selected to fill a vacancy will serve for the unexpired term of his or her predecessor in office.

2.06. ANNUAL MEETING. The annual meeting of the Board shall be held during each calendar year on such date and at such time as shall be designated from time to time by the Board and stated in the notice of the meeting, if not a legal holiday in the place where the meeting is to be held, and, if a legal holiday in such place, then on the next business day following, at the time specified in the notice of the meeting may be held without notice other than as provided for in these Bylaws.

2.07. REGULAR MEETINGS. The Board may provide for regular meetings by resolution stating the time and place of such meetings. The meetings may be held inside or outside Texas, and will be held at the Corporation's registered office in Texas if the resolution does not specify the location of the meetings. No notice of regular Board meetings is required other than a Board resolution stating the time and place of the meetings.

2.08. SPECIAL MEETINGS. Special Board meetings may be called by, or at the request of, the president or any two directors. A person or persons authorized to call special meetings of the Board may fix any place within or without Texas as the place for holding a special meeting. The person or persons calling a special meeting will inform the secretary of the corporation of the information to be included in the notice of the meeting. The secretary of the Corporation will give notice to the directors as these Bylaws require.

2.09. NOTICE. Written or printed notice of any special meeting of the Board will be delivered to each director not less than seven (7), nor more than thirty (30) days before the date of the meeting. The notice will state the place, day, and time of the meeting; who called the meeting and the purpose or purposes for which it is called.

2.10. QUORUM. A majority of the number of directors then in office constitutes a quorum for transacting business at any Board meeting. The directors present at a duly called or held meeting at which a quorum is present may continue to transact business even if enough directors leave the meeting so that less than a quorum remains. However, no action may be approved without the vote of at least a majority of the number of directors required for a quorum. If a quorum is never present at any time during a meeting, a majority of the directors present may adjourn and reconvene the meeting once without further notice.

2.11. DUTIES OF DIRECTORS. Directors will discharge their duties, including any duties as committee members, in good faith, with ordinary care, and in a manner they reasonably believe to be in the Corporation's best interest. In this context, the term "ordinary care" means the care that ordinarily prudent persons in similar positions would exercise under similar circumstances. In discharging any duty imposed or power conferred on directors, directors may, in good faith, rely on information, opinions, reports, or statements, including financial statements and other financial data, concerning the Corporation or another person that has been prepared or presented by a variety of persons, including officers and employees of the Corporation, professional advisors or experts such as accountants or legal counsel. A director is not relying in good faith if he or she has knowledge concerning a matter in question that renders reliance

unwarranted. Directors are not deemed to have the duties of trustees of a trust with respect to the Corporation or with respect to any property held or administered by the Corporation, including property that may be subject to restrictions imposed by the donor or transferor of the property.

2.12. DUTY TO AVOID IMPROPER DISTRIBUTIONS. Directors who vote for or assent to improper distributions are jointly and severally liable to the Corporation for the value of improperly distributed assets, to the extent that, as a result of the improper distribution or distributions, the corporation lacks sufficient assets to pay its debts, obligations, and liabilities. Any distribution made when the Corporation is insolvent, other than in payment of corporate debts, or any distribution that would render the Corporation insolvent, is an improper distribution. A distribution made during liquidation without payment and discharge of or provision for payment and discharge of all known debts, obligations, and liabilities is also improper. Directors present at a Board meeting at which the improper action is taken are presumed to have assented, unless they dissent in writing. The written dissent must be filed with the secretary of the Corporation before adjournment of the meeting in question or mailed to the secretary by registered mail immediately after adjournment. A director is not liable if, in voting for or assenting to a distribution, the director (1) relies in good faith and with ordinary care on information, opinions, reports, or statements, including financial statements and other financial data, prepared or presented by one or more officers or employees of the Corporation; legal counsel, public accountants, or other persons as to matters the director reasonably believes are within the person's professional or expert competence; or a committee of the Board of which the director is not a member; (2) while acting in good faith and with ordinary care, considers the Corporation's assets to be at least that of their book value; or (3) in determining whether the Corporation made adequate provision for paying, satisfying, or discharging all of its liabilities and obligations, relied in good faith and with ordinary care on financial statements or other information concerning a person who was or became contractually obligated to satisfy or discharge some or all of these liabilities or obligations. Furthermore, directors are protected from liability if, in exercising ordinary care, they acted in good faith and in reliance on the written opinion of an attorney for the Corporation. Directors held liable for an improper distribution are entitled to contribution from persons who accepted or received the improper distributions knowing they were improper. Contribution is in proportion to the amount received by each such person.

2.13. DELEGATION DUTIES. Directors may select advisors and delegate duties and responsibilities to them, such as the full power to buy or otherwise acquire stocks, bonds, securities, and other investments on the Corporation's behalf; and to sell, transfer, or otherwise dispose of the Corporation's assets and properties at a time and for a consideration that the advisor deems appropriate. The directors have no liability for actions taken or omitted by the advisor if the Board acts in good faith and with ordinary care in selecting the advisor. The Board may remove or replace the advisor at any time and without any cause whatsoever.

2.14. INTERESTED DIRECTORS. Contracts or transactions between directors, officers, or members who have a financial interest in the matter are not void or voidable solely for that reason. Nor are they void or voidable solely because the director, officer, or member is present at or participates in the meeting that authorizes the contract or transaction, or solely because the interested party's votes are counted for the purpose. However, every director with any personal

interest in the transaction must disclose all material facts concerning the transaction, including all potential personal benefit and potential conflicts of interest, to the other members of the Board or other group authorizing the transaction. The transaction must be approved by a majority of the uninterested directors or other group with the authority to authorize the transaction.

2.15. ACTIONS OF BOARD OF DIRECTORS. The Board will try to act by consensus. However, if a consensus is not available, the vote of a majority of directors present and voting at a meeting at which a quorum is present is enough to constitute the act of the Board, unless the act of a greater number is required by law or by some other provision of these Bylaws. A director who is present at a meeting and abstains from a vote is considered to be present and voting for the purpose of determining the Board's decision. For the purpose of determining the decision of the Board, a director who is represented by proxy in a vote is considered present.

2.16. PROXIES. A director may vote by proxy. All proxies must be in writing, must bear the signature of the director giving the proxy, and must bear the date on which the proxy was executed by the director. No proxy is valid after three (3) months from the date of its execution.

2.17. COMPENSATION. Directors may receive salaries for their services. The Board may adopt a resolution providing for paying directors a fixed sum and expenses of attendance, if any, for attending each Board meeting. A director may serve the Corporation in any other capacity and receive compensation for those services. Any compensation that the Corporation pays to a director will be reasonable and commensurate with the services performed.

2.18. REMOVING DIRECTORS. The Board may vote to remove a director at any time, without cause. A meeting to consider removing a director may be called and noticed following the procedures provided in these Bylaws for a special meeting of the Board of Directors. The notice of the meeting will state that the issue of possibly removing the director will be on the agenda. At the meeting, the director may present evidence of why he or she should not be removed and may be represented by an attorney at and before the meeting. Also, at the meeting, the Corporation will consider possible arrangements for resolving the problems that are in the mutual interest of the Corporation and the director. A director may be removed by the affirmative vote of three-fourths of the Board.

ARTICLE THREE: OFFICERS AND OTHER AGENTS

3.01. OFFICER POSITIONS. The Corporation's officers will be a president, a secretary, and a treasurer. The Board may create additional officer positions, define the authority and duties of each such position, and elect or appoint persons to fill the positions. The same person may hold any two or more offices, except for president and secretary.

3.02. ELECTION AND TERM OF OFFICE. The Corporation's officers will be appointed annually by the Board at the annual Board meeting. If officers are not appointed at this time, they will be appointed as soon thereafter as possible. Each officer will hold office until a successor is duly selected and qualifies. An officer may be appointed to succeed himself or herself in the same office.

3.03. REMOVAL. Any officer elected or appointed by the Board may be removed by the Board with or without cause. Removing an officer will be without prejudice to the officer's contractual rights, if any.

3.04. VACANCIES. The Board may select a person to fill a vacancy in any office for the unexpired portion of the officer's term.

3.05. PRESIDENT. The president shall be the chief executive officer of the Corporation and, subject to the supervision of the Board of Directors, shall have general management and control of the business and property of the Corporation in the ordinary course of its business with all such powers with respect to such general management and control as may be reasonably incident to such responsibilities, including, but not limited to, the power to employ, discharge, or suspend employees and agents of the Corporation, to fix the compensation of employees and agents, and to suspend, with or without cause, any officer of the Corporation pending final action by the Board of Directors with respect to continued suspension, removal, or reinstatement of such officer. The President may, without limitation, agree upon and execute all division and transfer orders, bonds, contracts, and other obligations in the name of the Corporation.

3.06. TREASURER. The Treasurer shall have custody of the Corporation's funds and securities, shall keep full and accurate accounts of receipts and disbursements, and shall deposit all moneys and valuable effects in the name and to the credit of the Corporation in such depository or depositories as may be designated by the Board of Directors. The Treasurer shall audit all payrolls and vouchers of the Corporation, receive, audit, and consolidate all operating and financial statements of the Corporation and its various departments, shall supervise the accounting and auditing practices of the Corporation, and shall have charge of matters relating to taxation. Additionally, the Treasurer shall have the power to endorse for deposit, collection, or otherwise all checks, drafts, notes, bills of exchange, and other commercial paper payable to the Corporation and to give proper receipts and discharges for all payments to the Corporation. The Treasurer shall perform such other duties as may be prescribed by the Board of Directors or as may be delegated from time to time by the President.

3.07. SECRETARY. The Secretary shall maintain minutes of all meetings of the Board of Directors and of the Shareholders or consents in lieu of such minutes in the Corporation's minute books, and shall cause notice of such meetings to be given when requested by any person authorized to call such meetings. The Secretary may sign with the President, in the name of the Corporation, all contracts of the Corporation. The Secretary shall have charge of the certificate books, stock transfer books, stock ledgers, and such other stock books and papers as the Board of Directors may direct, all of which shall at all reasonable times be open to inspection by any Director at the office of the Corporation during business hours. The Secretary shall perform such other duties as may be prescribed by the Board of Directors or as may be delegated from time to time by the President.

ARTICLE FOUR: COMMITTEES

4.01. ESTABLISHING COMMITTEES. The Board may adopt a resolution establishing one or more committees delegating specified authority to a committee, and appointing or removing members of a committee. A committee will include two or more directors and may include persons who are not directors. If the Board delegates any of its management authority to a committee, the majority of the committee will consist of directors. The Board may also delegate to the president its power to appoint and remove members of a committee that has not been delegated any management authority of the Board. The Board may establish qualifications for membership on a committee. Establishing a committee or delegating authority to it will not relieve the Board, or any individual director, of any responsibility imposed by these Bylaws or otherwise imposed by law. No committee has the authority of the Board to:

- (a) Amend the Certificate of Formation.
- (b) Adopt a plan of merger or of consolidation with another corporation.
- (c) Authorize the sale, lease, exchange, or mortgage of all or substantially all of the Corporation's property and assets.
- (d) Authorize voluntary dissolution of the Corporation.
- (e) Revoke proceedings for voluntary dissolution of the Corporation.
- (f) Adopt a plan for distributing the Corporation's assets.
- (g) Amend, alter, or repeal these Bylaws.
- (h) Elect, appoint, or remove a member of a committee or a director or officer of the Corporation.
- (i) Approve any transaction to which the Corporation is a party and that involves a potential conflict of interest as defined in paragraph 7.04, below.
- (j) Take any action outside the scope of authority delegated to it by the Board.

4.02. TERM OF OFFICE. Each committee member will continue to serve on the committee until the next annual members' meeting and until a successor is appointed. However, a committee member's term may terminate earlier if the committee is terminated, or if the member dies, ceases to qualify, resigns, or is removed as a member. A vacancy on a committee may be filled by an appointment made in the same manner as an original appointment. A person appointed to fill a vacancy on a committee will serve for the unexpired portion of the terminated committee member's term.

4.03. CHAIR AND VICE-CHAIR. One member of each committee will be designated as the committee chair, and another member of each committee will be designated as the vice-chair.

The chair and vice-chair will be elected by the committee members or appointed by the president. The chair will call and preside at all meetings of the committee. When the chair is absent, cannot act, or refuses to act, the vice-chair will perform the chair's duties. When a vice-chair acts for the chair, the vice-chair has all the powers of, and is subject to all the restrictions on the chair.

4.04. NOTICE OF MEETINGS. Written or printed notice of a committee meeting will be delivered to each member of a committee not less than seven nor more than 30 days before the date of the meeting. The notice will state the place, day, and time of the meeting, and the purpose or purposes for which it is called.

4.05. QUORUM. One-half of the number of committee members constitutes a quorum for transacting business at any meeting of the committee. The committee members present at a duly called or held meeting at which a quorum is present may continue to transact business even if enough committee members leave the meeting so that less than a quorum remains. However, no action may be approved without the vote of at least a majority of the number of committee members required for a quorum. If a quorum is never present at any time during a meeting, the chair may adjourn and reconvene the meeting once without further notice.

4.06. ACTIONS OF COMMITTEES. Committees will try to take action by consensus. However, if a consensus is not available, the vote of a majority of committee members present and voting at a meeting at which a quorum is present is enough to constitute the act of the committee unless the act of a greater number is required by statute or by some other provision of these Bylaws. A committee member who is present at a meeting and abstains from a vote is considered to be present and voting for the purpose of determining the act of the committee.

4.07. PROXIES. A committee member may not vote by proxy.

4.08. COMPENSATION. Committee members may receive salaries for their services. The Board may adopt a resolution providing for paying committee members a fixed sum and expenses of attendance, if any, for attending each meeting of the committee. A committee member may serve the Corporation in any other capacity and receive compensation for those services. Any compensation that the Corporation pays to a committee member will be reasonable and commensurate with the services performed.

4.09. RULES. Each committee may adopt its own rules, consistent with these Bylaws or with other rules that may be adopted by the Board.

ARTICLE FIVE: TRANSACTIONS OF CORPORATION

5.01. CONTRACTS. The Board may authorize any officer or agent of the Corporation to enter into a contract or execute and deliver any instrument in the name of, and on behalf of, the Corporation. This authority may be limited to a specific contract or instrument, or it may extend to any number and type of possible contracts and instruments.

5.02. DEPOSITS. All the Corporation's funds will be deposited to the credit of the Corporation in banks, trust companies, or other depositaries that the Board selects.

5.03. GIFTS. The Board may accept, on the Corporation's behalf, any contribution, gift, bequest, or devise for the general purposes or for any special purpose of the Corporation. The Board may make gifts and give charitable contributions not prohibited by these Bylaws, the Certificate of Formation, state law, and provisions set out in federal tax law that must be complied with to maintain the Corporation's federal and state tax status.

5.04. POTENTIAL CONFLICTS OF INTEREST. The Corporation may not make any loan to a director or officer of the Corporation. A director, officer, or committee member of the Corporation may lend money to, and otherwise transact business with, the Corporation except as otherwise provided by these Bylaws, the Certificate of Formation, and applicable law. Such a person transacting business with the Corporation has the same rights and obligations relating to those matters as other persons transacting business with the Corporation. The Corporation may not borrow money from, or otherwise transact business with a director, officer, or committee member of the Corporation unless the transaction is described fully in a legally binding instrument and is in the Corporation's best interests. The Corporation may not borrow money from or otherwise transact business with a director, officer, or committee member of the Corporation without full disclosure of all relevant facts and without the Board's approval, not including the vote of any person having a personal interest in the transaction.

5.05. PROHIBITED ACTS. As long as the Corporation exists, and except with the Board's prior approval, no director, officer, or committee member of the Corporation may:

- (a) Do any act in violation of these Bylaws or a binding obligation of the Corporation.
- (b) Do any act with the intention of harming the Corporation or any of its operations.
- (c) Do any act that would make it impossible or unnecessarily difficult to carry on the Corporation's intended or ordinary business.
- (d) Receive an improper personal benefit from the operation of the Corporation.
- (e) Use the Corporation's assets, directly or indirectly, for any purpose other than carrying on the Corporation's business.
- (f) Wrongfully transfer or dispose of Corporation property, including intangible property such as good will.
- (g) Use the Corporation's name (or any substantially similar name) or any trademark or trade name adopted by the Corporation, except on behalf of the Corporation in the ordinary course of its business.

(h) Disclose any of the Corporation's business practices, trade secrets, or any other information not generally known to the business community to any person not authorized to receive it.

ARTICLE SIX: BOOKS AND RECORDS

6.01. REQUIRED BOOKS AND RECORDS. The Corporation will keep correct and complete books and records of account. The books and records include:

(a) A file-endorsed copy of all documents filed with the Texas Secretary of State relating to the Corporation, including but not limited to the Certificate of Formation, and any articles of amendment, restated articles, articles of merger, articles of consolidation, and statement of change of registered office or registered agent.

(b) A copy of all bylaws, including these Bylaws, and any amended versions or amendments to them.

(c) Minutes of the proceedings of the Board, and committees having any of the authority of the Board.

(d) A list of the names and addresses of the directors, officers, and any committee members of the Corporation.

(e) A financial statement showing the Corporation's assets, liabilities, and net worth at the end of the three most recent fiscal years.

(f) A financial statement showing the Corporation's income and expenses for the three most recent fiscal years.

(g) All rulings, letters, and other documents relating to the Corporation's federal, state, and local tax status.

(h) The Corporation's federal, state, and local tax information or income-tax returns for each of the Corporation's three most recent tax years.

6.02. INSPECTION AND COPY. Any director, officer, or committee member of the Corporation may inspect and receive copies of all the corporate books and records required to be kept under the bylaws. Such a person may, by written request, inspect or receive copies if he or she has a proper purpose related to his or her interest in the Corporation. He or she may do so through his or her attorney or other duly authorized representative. The inspection may take place at a reasonable time, no later than five working days after the Corporation receives a proper written request. The Board may establish reasonable copying fees, which may cover the cost of materials and labor but may not exceed fifty (50) cents per page. The Corporation will

provide requested copies of books or records no later than five working days after receiving a proper written request.

ARTICLE SEVEN: FISCAL YEAR

The fiscal year of the Corporation will begin on the first day of January and end on the last day in December in each year.

ARTICLE EIGHT: INDEMNIFICATION

8.01. WHEN INDEMNIFICATION IS REQUIRED, PERMITTED AND PROHIBITED.

(a) The Corporation will indemnify a director, officer, member, committee member, employee, or agent of the Corporation who was, is, or may be named as a defendant or respondent in any proceeding as a result of his or her actions or omissions within the scope of his or her official capacity in the Corporation. For the purposes of this article, an agent includes one who is or was serving at the Corporation's request as a director, officer, partner, venturer, proprietor, trustee, partnership, joint venture, sole proprietorship, trust, employee-benefit plan, or other enterprise.

(b) The Corporation will indemnify a person only if he or she acted in good faith and reasonably believed that his or her conduct was in the Corporation's best interests. In case of a criminal proceeding, the person may be indemnified only if he or she had no reasonable cause to believe that the conduct was unlawful. The Corporation will not indemnify a person who is found liable to the Corporation or is found liable to another on the basis of improperly receiving a personal benefit from the Corporation. A person is conclusively considered to have been found liable in relation to any claim, issue, or matter if the person has been adjudged liable by a court of competent jurisdiction and all appeals have been exhausted. Termination of a proceeding by judgment, order, settlement, conviction, or on a plea of nolo contendere or its equivalent does not necessarily preclude indemnification by the Corporation.

(c) The Corporation will pay or reimburse expenses incurred by a director, officer, committee member, employee, or agent of the Corporation in connection with the person's appearance as a witness or other participation in a proceeding involving or affecting the Corporation when the person is not a named defendant or respondent in the proceeding.

(d) In addition to the situations otherwise described in this paragraph, the Corporation may indemnify a director, officer, committee member, employee, or agent of the Corporation to the extent permitted by law. However, the Corporation will not indemnify any person in any situation in which indemnification is prohibited by paragraph 8.01(a), above.

(e) The corporation may advance expenses incurred or to be incurred in the defense of a proceeding to a person who might eventually be entitled to indemnification, even though there has been no final disposition of the proceeding. Advancement of expenses may occur only when the procedural conditions specified in paragraph 8.03(c), below, have been satisfied. Furthermore, the Corporation will never advance expenses to a person before final disposition of a proceeding if the person is a named defendant or respondent in any proceeding brought by the Corporation or if the person is alleged to have improperly received a personal benefit or committed other willful or intentional misconduct.

8.02. EXTENT AND NATURE OF INDEMNITY. The indemnity permitted under these Bylaws includes indemnity against judgments, penalties, (including excise and similar taxes), fines, settlements, and reasonable expenses (including attorney's fees) actually incurred in connection with the proceeding. If the proceeding was brought by or on behalf of the Corporation, the indemnification is limited to reasonable expenses actually incurred by the person in connection with the proceeding.

8.03. PROCEDURES RELATING TO INDEMNIFICATION PAYMENTS.

(a) Before the Corporation may pay any indemnification expenses (including attorney's fees), the Corporation must specifically determine that indemnification is permissible, authorize indemnification, and determine that expenses to be reimbursed are reasonable, except as provided in subparagraph (c), below. The Corporation may make these determinations and decisions by any one of the following procedures:

(i) Majority vote of a quorum consisting of directors who, at the time of the vote, are not named defendants or respondents in the proceeding.

(ii) If such a quorum cannot be obtained, by a majority vote of a committee of the Board, designated to act in the matter by a majority vote of all directors, consisting solely of two or more directors who at the time of the vote are not named defendants or respondents in the proceeding.

(iii) Determination by special legal counsel selected by the Board by the same vote as provided in subparagraphs (i) or (ii), above, or if such a quorum cannot be obtained and such a committee cannot be established, by a majority vote of all directors.

(b) The Corporation will authorize indemnification and determine that expenses to be reimbursed are reasonable in the same manner that it determines whether indemnification is permissible. If special legal counsel determines that

indemnification is permissible, authorization of indemnification and determination of reasonableness of expenses will be made as specified by subparagraph (a)(iii), above, governing selection of special legal counsel. A provision contained in the Certificate of Formation, or a resolution of members or the Board that requires the indemnification permitted by paragraph 8.01, above, constitutes sufficient authorization of indemnification even though the provision may not have been adopted or authorized in the same manner as the determination that indemnification is permissible.

(c) The Corporation will advance expenses before final disposition of a proceeding only after it determines that the facts then known would not preclude indemnification. The determination that the facts then known to those making the determination would not preclude indemnification and authorization of payment will be made in the same manner as a determination that indemnification is permissible under subparagraph (a), above. In addition to this determination, the Corporation may advance expenses only after it receives a written affirmation and undertaking from the person to receive the advance. The person's written affirmation will state that he or she has met the standard of conduct necessary for indemnification under these Bylaws. The written undertaking will provide for repayment of the amounts advanced by the Corporation if it is ultimately determined that the person has not met the requirements for indemnification. The undertaking will be an unlimited general obligation of the person, but it need not be secured and may be accepted without reference to financial ability to repay.

ARTICLE NINE: NOTICES

9.01. NOTICE BY MAIL OR TELEGRAM. Any notice required or permitted by these Bylaws to be given to a director, officer, or member of a committee of the Corporation may be given by mail, fax or email if the director, officer or member agrees to accept notice by email. If mailed, a notice is deemed delivered when deposited in the mail addressed to the person at his or her address as it appears on the corporate records, with postage prepaid. A person may change his or her address in the corporate records by giving written notice of the change to the secretary of the corporation.

9.02. SIGNED WAIVER OF NOTICE. Whenever any notice is required by law or under the Certificate of Formation or these Bylaws, a written waiver signed by the person entitled to receive such notice is considered the equivalent to giving the required notice. A waiver of notice is effective whether signed before or after the time stated in the notice being waived.

9.03. WAIVING NOTICE BY ATTENDANCE. A person's attendance at a meeting constitutes waiver of notice of the meeting unless the person attends for the express purpose of objecting to the transaction of any business because the meeting was not lawfully called or convened.

ARTICLE TEN: SPECIAL PROCEDURES CONCERNING MEETINGS

10.01. MEETING BY TELEPHONE. The Board of Directors, and any committee of the Corporation, may hold a meeting by telephone conference-call procedures. In all meetings held by telephone, matters must be arranged in such a manner that all persons participating in the meeting can hear each other; the notice of a meeting by telephone conference must state the fact that the meeting will be held by telephone as well as all other matters required to be included in the notice; and a person's participating in a conference-call meeting constitutes his or her presence at the meeting.

10.02. DECISION WITHOUT MEETING. Any decision required or permitted to be made at a meeting of the Board, or any committee of the Corporation may be made without a meeting. A decision without a meeting may be made if a written consent to the decision is signed by all the persons entitled to vote on the matter. The original signed consents will be placed in the Corporation minute book and kept with the corporate records. Furthermore, in accordance with the Certificate of Formation, action may be taken without a meeting when there are signed written consents by the number of members, directors, or committee members whose votes would be necessary to take action at a meeting at which all such persons entitled to vote were present and voted. Each written consent must be signed and bear the date of signature of the person signing it. A photographic, facsimile, or similar reproduction of a signed writing, will be treated as an original being signed by the member, director, or committee member. Consents must be delivered to the Corporation. A consent signed by fewer than all members, directors, or committee members is not effective to take the intended action unless the required number of consents are delivered to the Corporation within 60 days after the date that the earliest-dated consent was delivered to the Corporation. The delivery may be made to the Corporation's registered office, registered agent, principal place of business, or an officer or agent having custody of books in which the relevant proceedings are recorded. If the delivery is made to the Corporation's principal place of business, the consent must be addressed to the president or principal executive officer. The Corporation will give prompt notice of the action taken to persons who do not sign consents. If the action taken requires documents to be filed with the secretary of state, the filed documents will indicate that these written consent procedures were followed to authorize the action and filing.

10.03. PROXY VOTING. A person authorized to exercise a proxy may not exercise the proxy unless it is delivered to the officer presiding at the meeting before the business of the meeting begins. The secretary or other person taking the minutes of the meeting will record in the minutes the name of the person who executed the proxy and the name of the person authorized to exercise the proxy. If a person who has duly executed a proxy personally attends a meeting, the proxy will not be effective for that meeting. A proxy filed with the secretary of the Corporation or other designated officer remains in force until the first of the following occurs:

- (a) An instrument revoking the proxy is delivered to the secretary or other designated officer.
- (b) The proxy authority expires under the proxy's terms.
- (c) The proxy authority expires under the terms of these Bylaws.

ARTICLE ELEVEN: AMENDING BYLAWS

These Bylaws may be altered, amended, or repealed, and new bylaws may be adopted by the Board of Directors. The notice of any meeting at which these Bylaws are altered, amended, or repealed, or at which new bylaws are adopted will include the text of the proposed bylaw provisions as well as the text of any existing provisions proposed to be altered, amended, or repealed. Alternatively, the notice may include a fair summary of those provisions.

ARTICLE TWELVE: MISCELLANEOUS PROVISIONS

12.01. LEGAL AUTHORITIES GOVERNING CONSTRUCTION OF BYLAWS. These Bylaws will be construed under Texas law. All references in these Bylaws to statutes, regulations, or other sources of legal authority will refer to the authorities cited, or their successors, as they may be amended from time to time.

12.02. LEGAL CONSTRUCTION. To the greatest extent possible, these Bylaws shall be construed to conform to all legal requirements and all requirements for obtaining and maintaining all tax exemptions that may be available to nonprofit corporations. If any bylaw provision is held invalid, illegal, or unenforceable in any respect, the invalidity, illegality, or unenforceability will not affect any other provision, and the bylaws will be construed as if they had not included the invalid, illegal, or unenforceable provision.

12.03. HEADINGS. The headings used in the bylaws are for convenience and may not be considered in construing the bylaws.

12.04. NUMBER. All singular words include the plural, and all plural words include the singular.

12.05. SEAL. The Board of Directors may, but are not required to, provide for a corporate seal.

12.06. POWER OF ATTORNEY. A person may execute any instrument related to the Corporation by means of a power of attorney if an original executed copy of the power of attorney is provided to the secretary to be kept with the corporate records.

12.07. PARTIES BOUND. The Bylaws will bind and inure to the benefit of the directors, officers, committee members, employees, and agents of the Corporation and their respective heirs, executors, administrators, legal representatives, successors, and assigns except as the Bylaws otherwise provide.

CERTIFICATE OF SECRETARY

The undersigned, the Secretary of the Corporation, hereby certifies that the foregoing Bylaws were adopted by the Board of Directors of the Corporation as of April 3, 2014.

BRENDA TOLBERT, SECRETARY

MANAGEMENT SERVICES AGREEMENT

This Management Services Agreement (the "Agreement") is entered into by and between Whole Woman's Health Alliance ("WWHA") and Whole Woman's Health, LLC (the "Company"). The Company and WWHA are sometimes referred to herein collectively as the "Parties" and individually as a "Party".

RECITALS:

- A. WWHA operates a medical clinic in South Bend, Indiana (the "Clinic").
- B. The Company has experience and expertise in providing management services to similar facilities.
- C. WWHA desires that Company provide management services to WWHA.
- D. Company is willing to provide to WWHA practice management services for the Clinic pursuant to the terms hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual agreements and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

ARTICLE 1 APPOINTMENT AND TERM

Section 1.01. Appointing Company as Agent for the WWHA: The WWHA appoints the Company as exclusive agent for managing the Clinic, and the Company accepts the appointment. During the term of this Agreement, the Company may accept work performing similar services to other entities. The Company will be an independent contractor. The Company will not be liable for financial losses of WWHA.

Section 1.02. Term: This Agreement shall commence on April 1, 2017 (the "Commencement Date") and expire on March 31, 2020 (the "Initial Term"). Following the expiration of the Initial Term, and provided that neither Party is in breach or default of a material provision of this Agreement, this Agreement shall renew for successive one (1) year terms ("Extended Term") unless either Party provides written notice of its intent not to renew within sixty (60) days prior to the expiration of the Initial Term. Notwithstanding the foregoing, at any time during the Initial Term or the Extended Term, this Agreement may be terminated as provided in Article 6. The Initial Term and any Extended Term are referred to as the "Term".

Section 1.03. Location of the Facility: The Clinic is located at 3511 Lincoln Way West, South Bend, Indiana 46628-1141.

Section 1.04. License: WWHA has filed an Application to Operate an Abortion Clinic (the "Application") with the Indiana State Department of Health that will enable WWHA to own

and operate the Clinic.

ARTICLE 2 **GENERAL DESCRIPTION OF SERVICES PROVIDED AND EXCLUDED SERVICES**

Section 2.01. General Description of Services Provided: The Company will furnish the services of its organization, and exercise professional skill and competence in managing the Clinic. The services provided by Company shall, include, but not be limited to, accounting and bookkeeping, other financial matters, risk management, personnel benefits, training, training protocols and procedures, manuals, practice forms and documentation, policies and procedures, licensing and regulatory compliance, inventory management, supplies, including medical supplies, contract negotiations and vendor relations, accounts payable and receivables, marketing, advertising, communications, including public relations, social media, and conventional media, and related matters of the Clinic.

Section 2.02. Supervision of Personnel: The Company will supervise all personnel it provides in its role as manager to the practice. The Company will not provide or supervise any medical care or medical services provided by the Clinic that legally has to be provided and supervised by a medical professional.

Section 2.03. Legal Compliance: The Company will comply with all federal, state, and local laws, ordinances, regulations, orders, and other legal requirements that now or during the term of this Agreement apply to managing the Clinic as this Agreement provides.

ARTICLE 3 **SPECIFIC SERVICES PROVIDED**

Section 3.01. Books and Records: The Company will maintain accurate, complete, and separate books and records according to generally accepted accounting standards and procedures. The records will show income and expenditures relating to operation of the Clinic and will be maintained so that individual items and aggregate amounts of accounts payable and accounts receivable, available cash, and other assets and liabilities relating to the Clinic may be readily determined at any time.

Section 3.02. Preparing Payroll-Tax Returns: The Company will prepare and file all required payroll-tax returns and other documents, including but not limited to those required under the Federal Insurance Contributions Act and the Federal Unemployment Tax Act, and any similar federal, state, or local legislation, and all withholding-tax returns required for employees of the Clinic and Company whose work relates to the Clinic.

Section 3.03. Information Requested by the Company: The Company will furnish any information relating to the financial, physical, or operational condition of the WWHA that WWHA may request from time to time.

Section 3.04. Employees and Independent Contractors: The Company shall be responsible for recruiting, interviewing, and hiring all employees who will be working in the

Clinic, including additional physicians and medical professionals that may enter into contracts with the Clinic, but not be retained as employees.

Section 3.05. Human Resources: The Company shall provide the human resources services necessary for the Clinic, including (i) establishment of human resources policies and procedures, and (ii) fringe benefit programs.

Section 3.06. Billing and Collections: The Company shall be responsible for all patient billing, collection and accounts receivables management.

Section 3.07. Marketing and Public Relations: The Company shall provide marketing, advertising, communications services to WWHA, including public relations, press releases, social media, and conventional media, and related matters.

Section 3.08. Access to Patient Information and Records: The Company shall implement a system for the maintenance of medical records in compliance with HIPPA.

ARTICLE 4 DUTIES AND RESPONSIBILITIES OF WWHA

Section 4.01. Organization and Operation: WWHA shall, at all times during the Term, be and remain legally organized and authorized to provide medical services in a manner consistent with all applicable state and federal laws.

Section 4.02. Insurance: The Company shall be responsible for maintaining medical professional liability insurance for the physicians providing medical services in the Clinic. The Company shall also be responsible to maintain general liability, worker's compensation, building and contents, and other insurance in accordance with sound business practices.

ARTICLE 5 COMPENSATION

Section 5.01. Compensation to the Company: Each month, WWHA will pay the Company 20% of gross revenues for the previous month. This compensation will be paid by the end of the month.

Section 5.02. Reimbursement for Expenses: WWHA agrees to pay reasonable out-of-pocket expenses to the Company in accordance with the standard procedures of WWHA, which are subject to change from time to time at the sole discretion of WWHA. The Company shall provide WWHA with written receipts for reimbursable expenses.

SECTION 6 TERMINATION

Section 6.01. Termination for Default: Either Party may terminate this Agreement if it determines that the other Party has materially failed to perform its duties and responsibilities

hereunder; provided, however, that the Party asserting a breach must provide the other party notice of the material default and an opportunity to cure within thirty (30) days of receipt of the written notice of default. If, however, the Party's non-compliance reasonably requires more than thirty (30) days to cure, the Party will not be in default if the cure is commenced within the ten (10) day period and is diligently pursued.

Section 6.02. Termination by Operation of Law: Either Party may terminate the Agreement, or any portion hereof, in the event the Agreement, or such part hereof, is deemed to be contrary to local, state, or federal law and it cannot be modified or amended in a way that is mutually agreeable to the Parties and is in compliance with applicable law. The Parties agree to use their best efforts to modify the Agreement consistent with applicable law and to make changes to the minimum extent necessary to try to retain as closely as possible the original economic and other terms, as are reflected in this Agreement.

Section 6.04. Effect of Termination: If this Agreement is terminated, the following will apply:

- (a) The Company will promptly deliver to WWHHA all books and records in the Company's possession relating to the Clinic and WWHHA, and all other items of property owned by WWHHA and in the Company's possession.
- (b) The Company's right to compensation will cease, but the Company will be entitled to be compensated for services rendered before the termination date.
- (c) The agency created under this Agreement will cease, and the Company will have no further right and authority to act for the WWHHA.

ARTICLE 7 **CONFIDENTIALITY AND PROPRIETARY MATERIAL**

Section 7.01. Confidentiality: During the Term and for a period of two (2) years thereafter, or for such greater period as permitted required by law, each Party shall not, nor shall it permit, its employees, agents or other persons, organizations, or entities to utilize or divulge any trade secret, process, method, or any other information concerning the personnel, finances, or other business or operations of the other Party, its employees, agents, or its diagnoses, treatment and results thereof relating to any medical care furnished by WWHHA which the Company, its employees, agents or such other person, organization or entity may have learned as a result of the relationship of the Parties pursuant to this Agreement.

Section 7.02. Proprietary Material: Each Party on behalf of its employees and agents, acknowledges that the other Party has developed and during the Term may develop, confidential proprietary plans, programs, formulae, methods, policies, procedures, techniques, protocols and other products, services and information (collectively, "Proprietary Material") relating to the business, services, or other activities of each Party. The Parties, on behalf of their respective employees and agents, agree that the Proprietary material is and shall remain the sole and

exclusive property of each respective party, and that the other party, its employees and agents, shall maintain the confidentiality of the Proprietary Material that is not intended for disclosure to the public, and it shall not use, divulge, furnish, or make accessible any Proprietary material to any person or entity, except if necessary to the fulfillment of the Parties' obligations pursuant to this Agreement, and in such cases, then only to the extent necessary or as required by law.

Section 7.03. Return of Proprietary Material: Upon termination of this Agreement, each Party shall immediately discontinue use of the Proprietary Material of the other Party and shall promptly return to the other Party all Proprietary Material in its possession, including, but not limited to, all financial materials, patient files, billing information, computer data tapes, all collateral materials, notebooks, papers, operating and procedure manuals and other materials prepared for or provided by, or otherwise acquired on behalf of, the Party, including the return to the respective Parties of copies of all reports, patient records and information relating to the foregoing. WWHA shall return all software to Company upon termination of this Agreement and shall also pay any outstanding balances due to Company.

Section 7.04. Injunctive Relief: The Parties acknowledge that the breach of any provision of this Article 7 will result in irreparable injuries to the non-breaching party for which damages would be inadequate. Therefore, in the event of such breach, the non-breaching party shall be entitled to have an injunction issued by any court of competent jurisdiction, enforcing and restraining the breach in addition to any and all other available legal and equitable remedies. If the non-breaching party utilizes the services of any attorney to enforce successfully any part of this Article 7, including, but not limited to, obtaining an injunction, and the non-breaching party's efforts are successful, then, whether or not suit is brought, the breaching party shall be liable for the payment of all reasonable attorneys' fees, and all other reasonable costs and expenses incurred by the non-breaching party in connection with such litigation. The provisions of this Article 7 shall be a continuing agreement and covenant and shall survive following termination of this Agreement.

ARTICLE 8 **MISCELLANEOUS**

Section 8.01. Health Care Delivery: Nothing in this Agreement is intended or shall be construed to allow Company to exercise control of or direction over the manner or method by which WWHA and its physicians or other providers perform medical services or other professional health care services. The rendition of all medical services, including, but not limited to, the prescription or administration of medicine and drugs, shall be the sole responsibility of WWHA and its physicians. Nothing in this Agreement shall be construed to permit the Company to engage in the practice of medicine, it being the sole intention of the Parties hereto that the Services rendered to WWHA by the Company are solely for the purpose of providing non-medical management and administrative services.

Section 8.02. Relationship of the Parties: Neither this Agreement nor any of its provisions shall be construed to create any partnership, agency relationship, nor joint venture relationship between WWHA and Company. It is expressly understood and agreed by the parties that the Company and WWHA shall at all times be acting as independent contractors during the

performance of services hereunder. Neither Party, by virtue of its performance hereunder, shall assume or become liable for any obligations, debts, liabilities, claims, or suits of the other Party.

Section 8.03. Indemnification: WWHA agrees to indemnify the Company, its officers, directors, agents, and assigns against all claims, causes of action, losses or liabilities (including reasonable attorneys' fees) related to the negligent acts or omissions of WWHA. Company shall indemnify WWHA, its officers, directors, agents, and assigns against all claims, causes of action, losses or liabilities (including reasonable attorneys' fees) related to the negligent acts or omissions of the Company in performing its duties hereunder.

Section 8.04. Notices: Any notices required pursuant to this Agreement shall be deemed given (a) three (3) business days after mailing by registered or certified mail, postage prepaid, return receipt requested; (b) one (1) business day after deposit with a recognized overnight courier (such as Federal Express); or (c) upon delivery if sent by a bonded messenger, or (d) upon actual receipt, in each case to the following address:

To the Company: Whole Woman's Health, LLC
Attn: Amy Hagstrom Miller
1812 Centre Creek Drive, Suite 205
Austin, TX 78754

To WWHA: Whole Woman's Health Alliance
Attn: Brenda Tolbert
914 East Jefferson, Suite 204
Charlottesville, VA 22902

or such other addresses as the Parties may be notified of as described above.

Section 8.05. Assignment: Either Party may assign this Agreement or its obligations hereunder with the express written consent of the other Party; such approval shall not be unreasonably withheld.

Section 8.06. Force Majeure: Neither Party shall be deemed to be in violation of this Agreement if it is prevented from performing any of its obligations hereunder, other than the payment of any fees or costs for any reason beyond its control; including, without limitation, acts of nature, strikes, statute, regulation, or rule of federal or state or local government, or any agency thereof.

Section 8.07. Entire Agreement: This Agreement supersedes any and all other agreements, either written or oral, between the Parties hereto with respect to its subject matter and contains all of the agreements between the Parties with respect to the management of the Clinic. Each Party to this Agreement acknowledges that no representation, inducements, promises, or agreements, oral or otherwise, have been made by any party or person, and that no other agreement, statement, or promise not contained in this Agreement shall be binding.

Section 8.08. Amendment, Waiver, Discharge, and Termination: This Agreement and any term or provision hereof may be changed, amended, waived, discharged, or terminated only by an instrument in writing signed by all of the Parties or their respective successors in interest.

Section 8.09. Governing Law: This Agreement shall be construed in accordance with the laws of the State of Texas.

Section 8.10. Confidentiality and Nondisparagement: The Parties agree that the terms of this Agreement are confidential. The Parties will not disclose the terms of this Agreement to any third parties except as may be necessary to obtain advice and counseling from the Parties' attorney, accountants, or financial advisors, or as may otherwise be required by law. The Parties agree not to make any comments or representations during and after the termination of this Agreement concerning the other Party, their affiliates, directors, employees, or agents, that may disparage or otherwise damage the reputation, good will, or other interests of the Parties, or their affiliates, directors, employees, or agents.

Section 8.11. Counterparts; One Agreement: This Agreement and all other copies of it are considered one agreement. This Agreement may be executed concurrently in one or more counterparts, each of which will be considered an original, but all of which together constitute one instrument.

THE EFFECTIVE DATE OF THIS AGREEMENT SHALL BE APRIL 1, 2017.

THE COMPANY:

WHOLE WOMAN'S HEALTH, LLC

BY: 
AMY HAGSTROM MILLER, PRESIDENT

THE WWHA:

WHOLE WOMAN'S HEALTH ALLIANCE

BY: 
BRENDA TOLBERT, TREASURER

Lee, John

From: Lee, John
Sent: Monday, December 11, 2017 9:03 AM
To: 'Kristie Amann'; John H. Bucy, II
Subject: RE: Application Documents

Ms. Amann,
Indiana State Department of Health (ISDH) received the documents you provided via email on 12-08-17. The documents will be reviewed. Thanks,

John Lee, RN, MBA
Deputy Director of Acute Care

Acute Care
Indiana State Department of Health
317.233.7487 office
317.233.7157 fax
jlee@isdh.in.gov
www.StateHealth.in.gov



Confidentiality Statement:

This message and any attachments may be confidential. If you are not the intended recipient, please 1) notify me immediately; 2) do not forward the message or attachment; 3) do not print the message or attachment; and 4) erase the message and attachment from your system.

From: Kristie Amann [mailto:kristie@johnbucy.com]
Sent: Friday, December 08, 2017 3:08 PM
To: Lee, John <jlee@isdh.IN.gov>; John H. Bucy, II <john@johnbucy.com>
Subject: Application Documents

**** This is an EXTERNAL email. Exercise caution. DO NOT open attachments or click links from unknown senders or unexpected email. ****

Mr. Lee,

Attached please find the Responses to your email dated October 27, 2017 requesting additional information along with the attachments mentioned in the document. Please let me know if you have any other questions.

--
Regards,

Kristie Amann

Brune, Adrienne

From: Brune, Adrienne
Sent: Wednesday, January 03, 2018 8:59 AM
To: john@johnbucy.com
Subject: Whole Woman's Health Alliance (South Bend)
Attachments: WWHHA SB App Denial Ltr 01.03.18.pdf

Mr. Bucy:

Attached is a courtesy copy of the *Notice of License Application Denial* being sent on today's date via certified mail to Whole Woman's Health Alliance, 1812 Centre Creek Drive, Suite 205, Austin, Texas 78754. Certified copy to Bucy & Associates, PLLC to follow.

Regards,

ADRIENNE BRUNE
Attorney
Agency Ethics Officer

Office of Legal Affairs
Indiana State Department of Health
317.233.7270 office
317.233.7143 fax
abrunе@isdh.in.gov
www.StateHealth.in.gov



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Eric J. Holcomb
Governor

Kristina Box, MD, FACOG
State Health Commissioner

CERTIFIED MAIL

Re: Licensure Application

NOTICE OF LICENSE APPLICATION DENIAL

Whole Woman's Health Alliance
1812 Centre Creek Drive, Suite 205
Austin, Texas 78754

To Whom It May Concern:

The Commissioner of the Indiana State Department of Health (hereinafter referred to as "Commissioner"), pursuant to Ind. Code § 16-21-2-11, Ind. Code § 4-21.5-3-5, and 410 IAC 26, hereby issues this *Notice of License Application Denial* to Whole Woman's Health Alliance ("WWHA" or "Applicant").

On August 11, 2017, the Indiana State Department of Health (the "Department") received an *Application for License to Operate an Abortion Clinic* from WWHA. On September 21, 2017, the Department requested additional information based on discrepancies noted in WWHA's application. On October 6, 2017, the Department received a revised application from WWHA. After reviewing the revised application, the Department requested additional information to determine compliance with 410 IAC 26. In response to the Department's request to list all of the abortion and health care facilities currently operated by WWHA, its parent, affiliate, and subsidiary organizations, WWHA failed to disclose, concealed, or omitted information related to additional clinics.

Based upon the Department's review, the Commissioner finds WWHA failed to meet the requirement that the Applicant is of reputable and responsible character and the supporting documentation provided inaccurate statements or information. See 410 IAC 26-2-5. You are hereby notified that the Commissioner has **DENIED** the license application of WWHA dated August 11, 2017 (supplemented on October 6, 2017 and December 8, 2017).

A person may not provide abortion services unless the person holds a license issued by the Indiana State Department of Health. A person who knowingly or intentionally operates or advertises the operation of an unlicensed abortion clinic commits a Class A misdemeanor. Ind. Code § 16-21-2-10. Ind. Code § 16-21-2-2.5.

If WWHA wishes to seek administrative review of the *Notice of License Application Denial* pursuant to Indiana Code 4-21.5-3-5, it must file a petition for review within eighteen (18) days after this *Notice of Licensure Application Denial* is served. The petition for review and petition of stay of effectiveness must be postmarked no later than **January 23, 2018**.



2 North Meridian Street • Indianapolis, IN 46204
317.233.1325 tdd 317.233.5577
www.statehealth.in.gov

To promote and provide
essential public health services.

The petition for review and petition of stay of effectiveness must be in writing and must include facts demonstrating that:

- The petitioner is a person to whom the order is specifically directed;
- The petitioner is aggrieved or adversely affected by the order; or
- The petitioner is entitled to review under any law.

If the petition for review and petition for stay of effectiveness is not filed timely, this *Notice of License Application Denial* becomes a **FINAL ORDER**.

Any Petition for review should be submitted in writing to:

Court Administrator
Office of Legal Affairs, #3H
Indiana State Department of Health
2 North Meridian Street
Indianapolis, IN 46204-3006

So ordered this 3rd day of January, 2018.

Respectfully,

KRISTINA BOX, MD, FACOG
STATE HEALTH COMMISSIONER

By: Terry L. Whitson
Terry L. Whitson
Assistant Commissioner
Health Care Quality & Regulatory Commission

CC: Preston Black, Office of Legal Affairs
Bucy & Associates, PLLC c/o John Bucy, II
File